



### **SETTLEMENT AGREEMENT**

THIS AGREEMENT is entered into by the United States Department of Agriculture, Animal and Plant Health Inspection Service ("APHIS"), and Robert L. Taylor, with reference to the following facts:

1. At all times mentioned herein, Robert L. Taylor operated as a Dealer under the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) (the "AWA") at the facility located at 700 Clark, Canton, MO 63435.
2. APHIS has documented evidence of Robert L. Taylor's non-compliance with the AWA and the regulations promulgated thereunder (9 C.F.R. § 1.1 *et seq.*), and specifically, has documented evidence of Robert L. Taylor's failure to provide dogs with adequate veterinary care and husbandry as required by the AWA regulations and AWA standards for the humane handling and treatment of animals (9 C.F.R. §§ 2.40, 3.1-3.19).
3. APHIS has not instituted an administrative enforcement action based on the findings described above in paragraph 2.
4. APHIS and Robert L. Taylor have determined to settle the issues related to the potential violations of the AWA and the regulations and standards issued thereunder, as described above.

NOW, THEREFORE, it is agreed as follows:

5. Robert L. Taylor admits that the Secretary has jurisdiction in this matter, and waives oral hearing and further procedure.
6. Robert L. Taylor consents and agrees to the following:
  - a. Robert L. Taylor agrees to sell, donate, and/or transfer ownership and possession of any dogs on his premises, regardless of ownership, within twelve (12) weeks from the date Robert L. Taylor signs this Settlement Agreement.



b. Animal Care will, upon written request, grant an exemption for Robert L. Taylor to retain a reasonable number of dogs that are maintained for his own personal use and enjoyment, provided that the laws of the jurisdiction where Robert L. Taylor lives allow him to keep the animals.

c. Animal Care will, upon written request, grant a one-time exemption from the licensing requirements for the transfer, movement, and/or sale of any dog that Robert L. Taylor holds at the time he signs this Settlement Agreement, to include the transportation of dogs that are less than eight (8) weeks of age.

d. At a time that is mutually agreeable to both parties, Animal Care shall take an inventory of the animals currently present at Robert L. Taylor's facility to determine his existing inventory of animals, and Animal Care shall take a second inventory of the animals present at Robert L. Taylor's facility within twelve (12) weeks from the date Robert L. Taylor signs this Settlement Agreement to verify compliance with paragraph (a) above. Robert L. Taylor shall not unreasonably withhold his consent to a time and date for Animal Care to conduct the inventories. Robert L. Taylor shall document all sales, donations, and transfers of ownership and provide copies of those documents to Animal Care within twelve (12) weeks from the date Robert L. Taylor signs this Settlement Agreement.

e. As of the date Robert L. Taylor signs this Settlement Agreement, AWA license 43-A-4664 is hereby revoked.

f. Robert L. Taylor and any partnerships, firms, corporations or other legal entities that he controls or in which he has a substantial interest, financial or otherwise, are permanently disqualified from (a) obtaining an Animal Welfare Act license, and (b) engaging in activities governed by the Animal Welfare Act (7 U.S.C.



§ 2131 *et seq.*) and regulations issued thereunder (9 C.F.R. § 1.1 *et seq.*), either directly or indirectly, on or off 700 Clark, Canton, MO 63435.

7. Robert L. Taylor consents and agrees that his failure to comply with the terms of this Settlement Agreement shall automatically void paragraph 8 below, and that APHIS shall have the right to immediately institute enforcement proceedings against Robert L. Taylor based upon the non-compliant items documented at 700 Clark, Canton, MO 63435, in connection with animal welfare investigation MO10157-AC, and any future violations, and to pursue any and all remedies available to APHIS under the AWA.

8. For and in consideration of Robert L. Taylor's agreements and actions described in paragraph 6 above, and the promises and admissions of Robert L. Taylor set forth herein, APHIS agrees not to institute an administrative or civil enforcement action against Robert L. Taylor in connection with the alleged AWA violations documented in animal welfare investigation MO10157-AC.

APHIS and Robert L. Taylor warrant and represent that their respective representatives, whose signatures appear below, have the authority to execute this Settlement Agreement and to bind each of the parties, respectively, to this Settlement Agreement.



United States Department of Agriculture  
Animal and Plant Health Inspection Service  
Investigative and Enforcement Services

Reference Number: MO10157-AC  
Issuance Date: May 23, 2012  
Version: Revision

Robert L. Taylor

Signature:

Date:

6-20-13

U.S. DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE

Signature:

Robert J.

Director

Investigative and Enforcement Services

Animal and Plant Health Inspection Service

United States Department of Agriculture

Date:

6/28/2013